

 CONTRACT AWARD	STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508 (907-269-0800)	CONTRACT AWARD NUMBER CA1513-10
ORDERING DEPARTMENT HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508	COMMODITY CODE	DATE OF CONTRACT 2/19/10
	NUMBER & PERIOD OF RENEWAL OPTIONS 2 ONE YEAR OPTIONS	PR NO./DATE ASSIGNED 16-147-10
	DATE INITIAL CONTRACT BEGINS 2/19/10	DATE INITIAL CONTRACT ENDS 2/18/11
CONTRACTOR AER RENTAL SALES & SERVICE ADDRESS 10460 OLD SEWARD HIGHWAY ANCHORAGE, AK 99515 CONTACT NAME BRIAN SAITTA TELEPHONE NUMBER (907) 522-6466	GS VENDOR CODE: ISSUED IN ACCORDANCE WITH BID # SEF- 1513 DATED: 2/19/10 PRICE ADJ. REQ. PRIOR TO EACH RENEWAL: CPI/PPI BASE INDEX POINTS & MO/YR: REVIEW DATE: 1/15/11 RENEWALS EXPIRE (MO/YR): 2/18/2013 ESTIMATED VALUE OF INITIAL TERM: \$325,000.00 REBID:	
SEND INVOICES IN DUPLICATE TO: DOT&PF, STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508		
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.		
<div style="text-align: center;"> DESCRIPTION ONE (1) YEAR CONTRACT AIP CRAWLER/DOZERS (80 HF) CONTRACTING OFFICER LYNDA W. SIMMONS PHONE: (907) 269-0788 FAX: (907) 269-0801 TABLE OF CONTENTS SECTION I. SPECIAL TERMS & CONDITIONS II. STANDARD TERMS & CONDITIONS III. SPECIFICATIONS IV. PRICE SCHEDULE </div>		
CONTRACTING AUTHORITY NAME & TITLE LYNDA SIMMONS, CONTRACTING OFFICER III	SIGNATURE	
TELEPHONE NO.: 907-269-0793 FAX NO.: 907-269-0801		
IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.		

SECTION I
SPECIAL TERMS AND CONDITIONS

1.0 CONTRACT INTENT:

- 1.1 Intent: Airport Improvement Project (AIP) CRAWLER/DOZER CONTRACT (as per included specifications).
- 1.2 Contract Period: One year with two (2) one year RENEWAL OPTIONS.
- 1.3 Quantity: Dependent upon Federal Grant approval. Anticipated to be THREE per the contract, TWO at the time of award.
- 1.4 Location of Use: Various Alaska Rural Airports
- 1.5 Warranty location: ANCHORAGE and FAIRBANKS, ALASKA.
- 1.6 Dealer warranty locations, at a minimum: ANCHORAGE.
- 1.7 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the contract.
 - 1.7.1 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

2.0 DELIVERY:

- 2.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):
 - 2.1.1 Dealer and vehicle identification.
 - 2.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
 - 2.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
 - 2.1.4 Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
 - 2.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 2.1.6 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
- 2.2 **Delivery Receipt:**
 - 2.2.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered.
 - 2.2.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

3.0 LINE SHEETS/BILL OF MATERIALS:

- 3.1 It is required within 30 days after delivery that the contractor provide a comprehensive listing of all components used to assemble the unit.
- 3.2 This includes any components installed by the manufacturer or any subcontractor or the contractor.
- 3.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, etc. The listings will be specific to each piece of equipment and will be provided on an individual CD for each unit delivered.

- 3.4 A minimum of two (2) CD's per unit are to be provided and marked with the make, model, and last main numbers of the units serial number or State PO number.

4.0 F.O.B. POINT:

- 4.1 The F.O.B. point is as listed in Section IV, Price Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State.

5.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

- 5.1 Time is of the essence in this contract. The contractor is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 5.2 In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of a truck of this class, that daily rental fee is determined to be **\$275.00**. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.
- 5.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

6.0 WARRANTY:

- 6.1 **Standard Warranty Package:** Unless otherwise stipulated by this contract, the contractor will provide a three year (36-month) two-part warranty.

6.1.1 PART ONE:

- 6.1.1.1 Full (100%) Parts and Labor Warranty Coverage components for the first 12-months (one-year), at the assigned location, from the date the unit is placed in service.
- 6.1.1.2 Corrosion Warranty: Twelve (12) year warranty for corrosion inside the cab leading to premature wear of the cab floor. The State is responsible to take every precaution to insure that the units are properly cleaned and chemicals removed during preventative maintenance.
- 6.1.1.3 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, transportation, per diem, travel, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.

6.1.2 PART TWO:

- 6.1.2.1 Additional Warranty Coverage for the succeeding 24-months (year's two and three) to be 100% parts only (or component exchange) for all major power and drive train components, including freight, to place the unit back into good operating condition, from the date the unit is placed in service.
- 6.1.2.2 Major power and drive train components include the engine, transmission, torque converter, differential(s), planetary drives, main hydraulic pump, and any other major components recognized in the equipment industry as belonging to the power or drive train.
- 6.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the state's warranty, then continue for the remainder of its term.
- 6.1.4 If the state receives from any manufacturer or supplier additional or extended warranty on the whole or any component of the unit, in the form of time and/or mileage, including any pro rata arrangements, or the manufacturer generally extends to fleet customers a greater or extended warranty coverage, the state shall receive corresponding warranty benefits.

- 6.1.5 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.
- 6.1.6 **Warranty on Attachments:** Same as Standard Warranty Package.
- 6.1.7 **In-Service Date:** Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacture in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.
- 6.2 **Warranty Claims:**
- 6.2.1 Warranty will be provided at the unit's assigned (in-service). Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
- 6.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, telex, fax, telegram, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.
- 6.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.
- 6.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a Purchase Order (PO) to perform the warranty work.
- 6.2.5 Failure to notify the State that the vendor intends to begin to perform warranty work is considered a contractual breach.
- 6.2.6 The vendor will be invoiced for required warranty work performed by the State. The shop rate to be charged for warranty work performed by the state will be **\$88.00** per hour. Actual repair time will be used.
- 6.3 **Warranty Performed by Vendor:**
- 6.3.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the contractor's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows:
- 6.3.1.1 Mileage Charge: mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
- 6.3.1.2 Meals are paid at actual cost and charges must be accompanied by receipts. Receipts are not to exceed the State authorized amount of \$60.00 per day.
- 6.3.1.3 Transportation, such as airfare, shall be reimbursed at actual cost and all charges are to be accompanied by a receipt/copy of the coach ticket.
- 6.3.1.4 Lodging shall be reimbursed at actual cost and shall not exceed \$150.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 6.3.2 Travel will only be reimbursed for time in Alaska.
- 6.3.3 After hours, weekend and holiday travel must be approved by the Contracting Officer to be considered for reimbursement. The State will not pay for weather delays.
- 6.4 **Authorized Warranty Dealer (Contractor) and Subcontractor:**
- 6.4.1 The use of a subcontractor does not exclude any provisions as listed in this contract, as requirements to the contractor.

- 6.4.2 The contractor must have the capability of providing warranty servicing and repair work within the State of Alaska with an authorized warranty repair facility in Anchorage and Fairbanks.
- 6.4.3 The ultimate responsibility for warranty lies with the contractor.
- 6.4.4 The State reserves the right to inspect the warranty facility prior to issuing the Notice of Intent to Award a contract.
- 6.5 **Factory Recall:** Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer from who purchased.
- 6.5.1 **Hazardous Material:** Due to concerns about liability resulting from hazardous materials being left at the work site on State of Alaska property, no vendors will be allowed to use the State rural airport facilities to perform warranty work unless they agree and sign a letter of intent stating that all waste products including oils, coolant and garbage will be removed from the work site. Vendors should note that in some village locations other suitable facilities might be available for rent from local residents or village authority.

7.0 REPAIR ORDERS AND DOCUMENTATION:

- 7.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this contract, will require a copy of the repair order, any invoices showing parts and commodities, including oils and types used.

8.0 PUBLICATIONS:

- 8.1 Paper publications are to be received by the State of Alaska no later than 10 days after receipt of the unit. Custom manuals may be delivered no later than 90 days after receipt of the unit. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.
 - 8.1.1 All paper manuals are to be pre-assembled in factory binders prior to delivery.
- 8.2 **Service Manuals:**
 - 8.2.1 Complete set(s) to include applicable information covering prime unit and attachments:
 - 8.2.2 Body, chassis, and electrical
 - 8.2.3 Engine, transmission, and differential(s) (service and rebuild)
 - 8.2.4 Electrical and vacuum troubleshooting
 - 8.2.5 Wiring diagrams
 - 8.2.6 Service specifications
 - 8.2.7 Engine/emission diagnosis
- 8.3 **Parts Manuals:**
 - 8.3.1 Complete set(s) including all updates. If updates are not provided during the warranty period, the State may order them from the manufacturer and bill the contractor for the full cost, including shipping.
 - 8.3.2 Parts manuals are to be customized by serial number.
- 8.4 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.
- 8.5 **Quantities:** As per Section IV –Price Schedule.
- 8.6 **Manuals:** To be delivered to, and receipt signed by person(s) as noted on the Purchase Order.
- 8.7 **Service Bulletins, Etc.:** The contractor must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification

of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to person(s) as noted on the Purchase Order.

9.0 STATEMENT OF ORIGIN: The contractor will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded to:

DOT&PF, HQ State Equipment Fleet
2200 E. 42nd Avenue Room #311
Anchorage, Alaska 99508

10.0 INSPECTIONS:

10.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the contractor thereof. Without limiting any other rights of the State, The State at its option, may require the contractor to:

10.1.1 repair or replace at contractor's expense, any or all of the damaged goods,

10.1.2 refund the price of any or all of the damaged goods, or

10.1.3 accept the return of any or all of the damaged goods.

10.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the contractor.

11.0 PRICE:

11.1 **Price Guarantee:** The contractor is responsible to maintain prices under the contract firm for 90 days after bid opening. All price increases or decreases must remain firm for the following 90 days.

11.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**

12.0 MANUFACTURER'S REBATE (INCENTIVES): In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the CONTRACTOR'S responsibility to inform the Contracting Officer in writing and to advise the procedures for obtaining such rebates.

13.0 REPLACEMENT PARTS:

13.1 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period within seven (7) days of order. All other parts must be available within ten (10) working days.

13.2 Back order procedures: Back orders are acceptable; however, the ordering shop shall be appraised at time of original orders as to the expected delay in delivery.

13.3 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.

13.3.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.

13.3.2 Parts Return: Within 12 months of purchase, the State is to be allowed to return new, parts with full refund, less shipping charges.

13.3.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

SECTION II STANDARD TERMS AND CONDITIONS

- 1.0 COMPLIANCE:** In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 2.0 EXTENSION OF PRICES:** In case of error in the extension of prices in the contract, the unit prices will govern; in a lot, the lot prices will govern.
- 3.0 CONTRACT FUNDING:** Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 4.0 CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 5.0 ASSIGNMENT(S):** Assignment of rights, duties, or payments under this contract is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services.
- 6.0 SUBCONTRACTOR(S):** Within five (5) working days of notice, the contractor must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license. Subcontractors can only be changed per AS 36.30.115 (b).
- 7.0 FORCE MAJEURE** (Impossibility to perform): The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 8.0 CONTRACT EXTENSION:** Unless otherwise provided in the ITB, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 9.0 DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 10.0 DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 11.0 CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on the bid the contractor certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 12.0 SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

- 13.0 ORDER DOCUMENTS:** Except as specifically allowed under this contract, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this contract. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against this contract.
- 14.0 BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- 15.0 CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 16.0 PRODUCT EQUIVALENT SUBSTITUTION:** Contractors may submit bids for substantially equivalent products unless the contract provides that a specific brand is necessary because of compatibility requirements. In those instances where the contract specifies "a name brand or State approved equivalent", contractors must request approval of a product equivalent substitution. A written response will be provided by the Contracting Officer.
- 17.0 BRAND AND MODEL OFFERED:** Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, contractors must clearly indicate the brand names and model numbers they intend to provide. The contractor's failure to identify the brand and model offered will cause the State to consider the offer non-responsive and reject the contract.
- 18.0 CERTIFICATION OF COMPLIANCE WITH AMERICAN'S WITH DISABILITIES ACT OF 1990:**
- 18.1 By signature of their bid/proposal the contractor certifies that they comply with the American's with Disabilities Act of 1990 and the regulations issued there under by the federal government.
- 18.2 Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
- 19.0 ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The contractor's failure to supply this evidence within the time required by the State will cause the State to consider the contract non-responsive and reject the contract.
- 20.0 ALTERATIONS:** The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this contract. The State will not pay for alterations that are not approved in advance and in writing by the Contracting Officer.
- 21.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting Officer.
- 22.0 ASSIGNMENT:** A contractor may not assign any portion of a contract unless authorized in advance and in writing by the Contracting Officer.
- 23.0 CONFLICT OF INTEREST:** A person employed by the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if they are an employee of the administrative unit that supervises the award of this contract or they have the power to take or withhold official action to affect the contract.
- 24.0 DEFAULT:** In case of contractor default, the State may procure the goods or services from another source and hold the contractor responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible contractors.
- 25.0 DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain with contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and contractor's warranty obligations.
- 26.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

27.0 HUMAN TRAFFICKING:

- 27.1 By signature on this contract, the offeror certifies that:
- 27.1.1 the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
 - 27.1.2 if the offeror is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.
- 27.2 The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: www.state.gov/g/tip/
- 27.3 Failure to comply with this requirement will cause the State to reject the bid or proposal as non-responsive, or cancel the contract.
- 27.4 This pertains to goods and services above \$50,000.00.

28.0 INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

29.0 INSPECTIONS: Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with contract specifications, the State may reject the goods and require the contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If the contractor is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

30.0 INSURANCE:

- 30.1 Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.
- 30.2 Proof of insurance is required for the following:
- 30.2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
 - 30.2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

- 30.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 30.3 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the contractor nonresponsive.
- 31.0 ITEM UPGRADES:** The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.
- 32.0 NEW EQUIPMENT:** Equipment offered must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.
- 33.0 PAYMENT:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.
- 34.0 PRICES:** The contractor shall state prices according to the requirements of this contract. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity or service can be utilized without further cost.
- 35.0 QUANTITIES:** The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this contract.
- 36.0 SHIPPING DAMAGE:** The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.
- 37.0 STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions which apply only to this contract. In the event of a conflict between the Standard and Special Terms and Conditions, the Special Terms and Conditions take precedence.
- 38.0 SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 39.0 SUITABLE MATERIALS:** All materials, supplies or equipment offered by a contractor shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 40.0 TAXES:** Prices quoted must be exclusive of federal, state, and local taxes. If the contractor believes that certain taxes are payable by the State, the contractor may list such taxes separately, directly below the price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 41.0 WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. The contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with contract specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.
- 42.0 ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original contract price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.

43.0 CONTRACT ADMINISTRATION: The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

44.0 PROPRIETARY INFORMATION AND STATEMENTS OF CONFIDENTIALITY:

- 44.1 Except as set forth in this provision, all information in all bids will be made public under AS 36.30.530 not later than the time of issuance of a notice of intent to award.
- 44.2 If the offeror submits information considered by it to constitute a trade secret or proprietary data, such information may be expressly designated as such, and must be accompanied by the offeror's certification that (1) the information has consistently been maintained by its owner as a trade secret or as proprietary information, (2) the owner of the information has taken due care to protect it from release to non-privileged persons, and (3) to the best knowledge of the offeror, the information has not lost its status as trade secret or proprietary information, whether by lack of diligent protection, release to any non-privileged person or otherwise.
- 44.3 **Absence of such certification, any claim of confidentiality will be ignored, and the contractor may not hold any reasonable expectation of confidentiality.**
- 44.4 Any information so certified will be held confidential so long as the contracting officer concurs that it constitutes a trade secret or proprietary data, and deems it not critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid.
- 44.5 By submission of a bid, the offeror consents to the contracting officer's exercise of reasonable judgment as to concurrence with any assertion of confidentiality, and waives any and all claims for release of information that the contracting officer reasonably deems not confidential notwithstanding a certified assertion of confidentiality.
- 44.6 A certified assertion of confidentiality in which the contracting officer concurs, with respect to information the contracting officer deems critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid, will cause the bid to be rejected as a non-responsive bid.

45.0 TRADE RESTRICTION CLAUSE (9 CFR Part 30.13FAA Order 5100.38):

- 45.1 The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:
 - 45.1.1 is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 - 45.1.2 has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 - 45.1.3 has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- 45.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.
- 45.3 Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- 45.4 The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- 45.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

- 45.6 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 45.7 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

46.0 CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (49 CFR Part 21 AC 150/5100-15)

- 46.1 During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
- 46.1.1 **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 46.1.2 **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 46.1.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 46.1.4 **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 46.1.5 **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- 46.1.5.1 Withholding of payments to the contractor under the contract until the contractor complies, and/or
- 46.1.5.2 Cancellation, termination, or suspension of the contract, in whole or in part.
- 46.1.6 **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

47.0 AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (Airport and Airway Improvement Act of 1982, Section 520, Title 49 47123, AC 150/5100-15, Para. 10.c):

- 47.1 The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

48.0 DISADVANTAGED BUSINESS ENTERPRISES (49 CFR Part 26):

- 48.1 **Contract Assurance (§26.13):** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 48.2 **Prompt Payment (§26.29):** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30** days from the receipt of each payment the prime contractor receives from the **State of Alaska**. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **Contracting Officer**. This clause applies to both DBE and non-DBE subcontractors.

49.0 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A):

- 49.1 No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- 49.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

50.0 ACCESS TO RECORDS AND REPORTS (49 CFR Part 18.36(i), FAA Order 5100.38):

- 50.1 The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

51.0 ENERGY CONSERVATION REQUIREMENTS (49 CFR Part 18.36 & Public Law 94-163):

- 51.1 The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

52.0 BREACH OF CONTRACT TERMS (49 CFR Part 18.36):

- 52.1 Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

53.0 RIGHTS TO INVENTIONS (49 CFR Part 18.36(i)(8) & FAA Order 5100.38):

- 53.1 All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

54.0 TRADE RESTRICTION CLAUSE (49 CFR Part 30.13 & FAA Order 5100.38):

- 54.1 The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:
- 54.1.1 is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 - 54.1.2 has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 - 54.1.3 has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- 54.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.
- 54.3 Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- 54.4 The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- 54.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.
- 54.6 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 54.7 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

55.0 TERMINATION OF CONTRACT (49 CFR Part 18.36(i)(2) & FAA Order 5100.38):

- 55.1 The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

- 55.2 If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 55.3 If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 55.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- 55.5 The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

56.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR Part 29 & FAA Order 5100.38):

- 56.1 The contractor certifies, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

57.0 CLEAN AIR AND WATER POLLUTION CONTROL (49 CFR Part 18.36(i)(12) & Section 306 of the Clean Air Act & Section 508 of the Clean Water Act):

- 57.1 Contractors and subcontractors agree:
- 57.1.1 That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- 57.1.2 To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;
- 57.1.3 That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- 57.1.4 To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

58.0 BUY AMERICAN CERTIFICATE:

- 58.1 By submitting a bid/proposal, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, are produced in the United States, as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.
- 58.2 Offerors may obtain from the owner a listing of articles, materials and supplies excepted from this provision.
- 58.3 **IF THERE ARE NO EXCEPTIONS, WRITE "NONE".**

<i>Product</i>	<i>Country of Origin</i>
NONE	

59.0 BUY AMERICAN PREFERENCES (Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990 & Title 49 U.S.C. Chapter 501, AIP Program Guidance Letter 91-3):

59.1 The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

59.1.1 Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.

59.1.2 Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.

59.1.3 Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

59.2 The contractor will be required to assure that only domestic steel and manufactured products will be used by the contractor, subcontractors, material men and suppliers in the performance of this contract, except those:

59.2.1 that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

59.2.2 that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

59.2.3 that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

59.3 Compliance with the above.

59.3.1 Location of final assembly:

59.3.1.1.1 Company Name: JOHN DEERE

59.3.1.1.2 Physical Address: 18600 SOUTH JOHN DEERE RD.

59.3.1.1.3 City, State & Zip Code: DUBUQUE, IOWA 52001

59.4 Statement of final assembly:

59.4.1 (Provide a written statement of what constitutes final assembly for this item (or items) being offered. Refer to separate attached letter if necessary.)

59.4.1.1 Crawler/Dozers – 550J – these are manufactured and assembled at the John Deere Dubuque Works facility in Dubuque, IA.

59.5 Percentage of U.S. Components:

- 59.5.1 Provide a list of components meeting the requirement of "steel and manufactured products" listed above along with their dollar value, and summarize according to the following example to affirm that a minimum of 60% of all components are manufactured or produced in the United States.

Example:	
U.S. Manufactured Component	Cost
Engine	\$20,000.00
Transmission	10,000.00
Tires	<u>4,000.00</u>
Total Cost of U.S. Manufactured Components.....	\$34,000.00
Cost of item bid = \$50,000.00	
Percentage of U.S. Components = \$34,000/\$50,000 = 68%	

Contractor's Affirmation of U.S. Componentry:

<u>U.S. Manufactured Component</u>	<u>Cost</u>
1. <u>ENGINE</u>	\$ <u>10,316.00</u>
2. <u>FINAL DRIVES</u>	\$ <u>22,500.000</u>
3. <u>FRAME</u>	\$ <u>20,600.00</u>
4. <u>CAB</u>	\$ <u>15,875.00</u>
Total Cost of U.S. Manufactured components	\$ <u>69,291.00</u>
Cost of item bid.....	\$ <u>97,486.00</u>
Percentage of U.S. Components..... <u>71</u> %	

ECTION VI – SPECIFICATIONS

SPECIFICATION #372-80HP-AIP

Crawler Dozer
16,500 to 19,000 Pounds
January 11, 2009

GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current model and design, crawler dozer with enclosed ROPS, 6-way blade.

Unit to include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

Unit to meet Buy America requirements as per Section III – Standard Terms and Conditions.

APPLICATION:

General dozer application, including snow removal, at rural Alaska airports. Unit will be subject to varying terrain and weather conditions with temperatures ranging from minus 50 to plus 110 degrees Fahrenheit.

TYPICAL UNITS:

CASE Model 750L or *CATERPILLAR* Model D4K or **JOHN-DEERE Model 550J** or *KOMATSU* Model D-37PX. Provided all of the following minimum specifications are met.

1.0 STANDARD OPERATING WEIGHT:

- 1.1 To be a minimum of 16,500 pounds and a maximum of 19,000 pounds (Includes standard open ROPS, full fuel tank, operator, minimum 18 inch shoes, dozer blade, drawbar and engine side shields). Items such as counterweights, rock guards, enclosed ROPS, or other options are not to be considered as part of standard operating weight, unless they are considered standard equipment.

2.0 POWER TRAIN:

- 2.1 Engine:
 - 2.1.1 Diesel, 4-cycle, water cooled minimum 84 net SAE flywheel HP.
 - 2.1.2 To meet current EPA emissions requirements.
- 2.2 Cooling System:
 - 2.2.1 Permanent type anti-freeze giving protection to minus 50 degrees Fahrenheit.
 - 2.2.2 Blower fan or combination blower/sucker fan.
 - 2.2.3 Engine enclosures.
 - 2.2.4 To include visual sight gauge or instrument panel indicator.
- 2.3 Air Intake System:
 - 2.3.1 Air cleaner to be a two (2) stage, dual element type.

- 2.3.2 Pre-cleaner: CASE cyclonic pre-cleaner, or *CATERPILLAR* dust ejector, or *CENTRI*, or *ENGINAIR*, or *SURECO TURBO II*.
- 2.3.3 Filter service indicator, in cab.
- 2.4 Exhaust System:
 - 2.4.1 Muffler(s) must not restrict operator's vision.
 - 2.4.2 Exhaust stack(s) to include 90 degree elbow or attenuator system.
- 2.5 Fuel System: Fuel fill to have ready access.
- 2.6 Oil and fuel filters to be spin-on type.
- 2.7 Starting Aids:
 - 2.7.1 Automatic ether system or glow plugs or grid heater.
 - 2.7.1.1 IF automatic ether injection system, to be wired through the starter button, include an engine safety sensor switch, and be installed in the engine compartment and to have maximum protection from the elements.
 - 2.7.2 Engine block heater, one (1) each immersion type, highest wattage available, 110 volt AC, OEM if available.
 - 2.7.3 Engine oil pan heater, one (1) each, 150 watt, 110 volt AC, silicone pad heater bonded to oil pan, *BESCO*, *KAT'S*, *WATLO*, or equivalent.
 - 2.7.4 Battery Trickle Charger:
 - 2.7.4.1 To be *BATTERY TENDER*, water proof, shock and vibration resistant, fully automatic, 2.5 (2½) amp, 110-volt.
 - 2.7.4.2 To be mounted in the engine compartment, functional with the electrical Master Switch in the "OFF" position.
 - 2.7.5 110-volt AC power cords for engine and battery heaters to be plugged into waterproof, 110 volt AC, junction box equipped with four (4) each 15-amp receptacles. Electrical cord, 20-amp, Male plug portion of 20 amp cord(s) to run out to the rear of the unit for easy access by ground personnel. Cords being plugged into the junction box are to be labeled as to what they are for, such as; "Engine Block Heater", "Transmission Oil Heater", "Engine Oil Heater", and "Battery Charger".
 - 2.7.5.1 The location of the cord(s) outlet box (es) is/are to be in a weather protected area in the engine compartment.
 - 2.7.5.2 All wiring to be adequately secured and protected in a loom or similar protection.

3.0 DRIVE TRAIN:

- 3.1 Transmission: Power shift or hydrostatic, forward and reverse.

4.0 UNDERCARRIAGE:

- 4.1 Idlers and Rollers: All to be sealed type.
- 4.2 Rock Guards: To be full length.

- 4.3 Track Adjusters: To be hydraulically adjustable type (not gas actuated).
- 4.4 Track:
 - 4.4.1 Gauge to be 57 inches, minimum.
 - 4.4.2 Track on ground to be 86 inches, minimum.
 - 4.4.3 Shoes to be open center (hole should be as large as possible, tapered out).
 - 4.4.4 To have sealed and lubricated track links (pins and bushings).
- 4.5 Tow Hook(s): Front mounted.
- 4.6 Drawbar: Pin type, with pin, to be provided.

5.0 ELECTRICAL SYSTEM:

- 5.1 12 or 24 volt system.
- 5.2 Alternator: Minimum 65 amps on 12 volt systems and minimum 35 amps on 24 volt systems.
- 5.3 Batteries: Dual, highest capacity OEM available.
- 5.4 Master electrical switch to cut off all power source from battery(s) to ground and remainder of electrical system. (To be located where accessible, but not ordinarily visible to persons not familiar with machine.)
- 5.5 Horn: Electronic.
- 5.6 Lighting System:
 - 5.6.1 Front headlights and two (2) rear work lights.
 - 5.6.2 Dome light.
 - 5.6.3 Strobe Lights:
 - 5.6.3.1 Two (2) each *WHELEN* Model L31H Series strobe lights.
 - 5.6.3.2 Left lens to be amber, right lens to be blue, in color.
 - 5.6.3.3 To include "On/Off" switch.
 - 5.6.3.4 To be shock mounted (a rubber pad may be used).
 - 5.6.3.5 Location: On top of the cab, visible from all directions.
 - 5.6.3.6 24-volt systems require a 24 volt system strobe light system.

6.0 INSTRUMENTATION:

- 6.1 All gauges as noted below shall read in U.S. units of measure (not metric) at time of delivery. Graphic displays are acceptable.
- 6.2 Gauges and Indicators to include as a minimum:
 - 6.2.1 Hour Meter: Running engine activated.
 - 6.2.2 Ammeter or voltmeter gauge, or alternator malfunction indicator light.
 - 6.2.3 Engine Coolant: High temperature (to include visual warning system).
 - 6.2.4 Engine oil pressure (to include visual warning system).

6.2.5 Air filter restriction gauge or indicator.

6.2.6 Fuel gauge.

7.0 CAB:

7.1 Enclosed Roll Over Protection System (EROPS):

7.1.1 Fully enclosed steel, OEM, steel, insulated, sound suppressed, pressurized, "ROPS" cab (current SAE and/or ISO requirements) with safety glass windows. To be adequately sealed as to not allow unreasonable cold air or dust into cab.

7.1.2 Re-circulating personnel heater (minimum 30,000 BTU) and defroster(s). Defroster(s) to be zoned to area(s) of windshield wiper(s).

7.2 Front and rear window wipers and washers. Wiper motors to be highest capacity available from OEM.

7.3 Operator's Seat: 6-way adjustable, cloth or cloth/vinyl covered, suspension type, with seat belt.

7.4 Lockable door(s).

7.5 Mirror: Interior mounted rear view mirror.

8.0 ATTACHMENT:

8.1 Blade:

8.1.1 To be a full hydraulic power angle and tilt (6-way).

8.1.2 Minimum blade dimensions, 32 inches high and 104 inches wide. To include hardened steel corner and replaceable bolt on cutting edge.

8.1.3 Blade Extensions: **(OPTIONAL ITEM - Refer to Section IV- Price Schedule)**

8.1.3.1 When ordered: in addition to above dimensional requirements, the blade is also to be equipped with a two (2) foot (one (1) foot each side) weld on extension with replaceable cutting edges, WELDCO BEALES, or equivalent.

8.1.3.2 This heavy duty blade is also to include a blade height extension to provide a minimum of 48 inches of height that is the full width of the blade, including the extensions. The added height should follow the contour of the moldboard to continue the rolling action required in pushing snow.

8.1.4 To include AASHTO punching including 5/8 (0.625) inch AASHTO punching on three (3) three (3) six (6) six (6) - - - - six (6) six (6) three (3) three (3) inch centers.

8.1.4.1 Example for eight (8) foot blade:

8.1.4.1.1 3-3-6-6-6-6-6-6-6-6-6-6-6-6-3-3

8.1.5 End bits to be of alloy or high carbon steel and include 5/8 (0.625) inch diameter grade eight (8) plow bolts and nuts.

9.0 VHF RADIO: (OPTIONAL ITEM – Refer to Section IV - Price Schedule)

- 9.1 *ICOM* Model IC-A110 Version 5 VHF (AM) aeronautical band, complete with microphone, speaker, external transmit/receive antenna mounted on cab, and to include frequency(s) as listed on the State's Purchase Order.
- 9.2 Installation:
 - 9.2.1 To include noise canceling microphone, external speaker (for inside cab), and cab mounted external antenna.
 - 9.2.2 Speakers shall be mounted in cab so the operator can hear with engine running at full power.
 - 9.2.3 Main unit to be shock mounted.
 - 9.2.4 Installation to be performed by holder of a current FCC Radio Telephone license (copy of certification to be provided with delivery of unit).
- 9.3 Headset:
 - 9.3.1 Listen only headset, *PELTOR* Model 7050 or Model HTM77A-25.
 - 9.3.2 When requested, the VHF radio must be equipped with an easy accessed and labeled, headset jack. The speakers described above would still be required so that unit could be used with or without the listen only headset.

10.0 TRAINING: (OPTIONAL ITEM – Refer to Section IV - Price Schedule)

- 10.1 Total of 16 hours at State Equipment Fleet Maintenance Facilities in **ANCHORAGE:**
 - 10.1.1 Contractor to provide a qualified factory trained instructor(s), within 30 days of acceptance by the State. Please give advance notice to the District Equipment Manager.
- 10.2 To include a minimum of eight (8) hours of operator training including the following, as a minimum applicable agenda:
 - 10.2.1 Operating procedures per operating manual.
 - 10.2.2 Break-in procedures.
 - 10.2.3 Equipment limitations.
 - 10.2.4 Operator maintenance.
 - 10.2.5 Before operations checks and lubrication.
 - 10.2.6 Safety.
 - 10.2.7 Cold weather operations.
 - 10.2.8 Jump starting.
 - 10.2.9 Welding on equipment.
 - 10.2.10 Towing or transporting equipment.
 - 10.2.11 Instruments and controls.
 - 10.2.12 Gauge interpretation.
 - 10.2.13 Equipment operation, Do's and Don'ts.

10.2.14 Attachment operation, Do's and Don'ts.

10.3 To include a minimum of eight (8) hours of mechanics (Journeyman level) training including the following theory, trouble shooting, and test procedures for, as a minimum applicable agenda:

10.3.1 Electronics.

10.3.2 Electrical.

10.3.3 Hydraulics.

10.3.4 Air system.

10.3.5 Drive train.

10.3.6 Engine and transmission electronics.

11.0 MISCELLANEOUS:

11.1 Hydraulic Hose: To be arctic grade (minus 40 degrees Fahrenheit, minimum).

11.2 Special Lubricants: If, for warranty purposes, manufacturer's specific lubricants are required, vendor is to provide these lubricants, or provide, at time of delivery, a cross reference chart between manufacturer's lubricants and any name brand and readily available equivalents.

11.3 Vandalism Protection:

11.3.1 Shall include locks for batteries, fuel tank, hydraulic tank, engine lube oil filler, and radiator.

11.3.2 Locking panels for compartments are acceptable.

11.3.3 If padlocks are utilized, they shall be keyed alike (OEM, meaning that one key will fit all loaders of the same make).

11.3.4 Three (3) sets of keys, minimum, to be provided.

11.4 Backup Alarm: Electronic, self-adjusting sound level, *ACORN PRODUCTS* Model 1D-112AA, *PRECO* Model Preco-Matic 1040, *STAR* Model Starmatic 63-000, or *WARN* Model Reactor 2100504, located on rear of unit per manufacturer's recommendation.

11.5 Decelerator.

11.6 Tool box, mounted, lockable.

11.7 Warranty: At contractor's warranty service centers in Anchorage and Fairbanks, as per Section I - Special Terms and Conditions

11.8 Paint: Manufacturer's standard yellow.

11.9 **Publications: (*OPTIONAL ITEM – Refer to Section IV - Price Schedule*)**

11.9.1 To include parts, service, and operator's manuals, per Section III - Special Terms and Conditions.

11.10 Delivery Reminder: The State does not take delivery until the unit is complete, meeting all required specifications, and is assembled (by the contractor or the contractor's subcontractor).

11.11 Final Inspections: (OPTIONAL ITEM – Refer to Section V - Price Schedule)

- 11.11.1 Prior to shipment to final destination, **a completed unit**, component equipment, and accessories shall be inspected and/or tested by the contractor for compliance with specifications. This inspection must be completed prior to arrival of the State inspection team.
- 11.11.2 The contractor shall provide full access to the State inspection team.
- 11.11.3 These inspections by the State shall be thorough and very critical, and will encompass a complete review of the specifications. Adequate time and technical personnel shall be made available to assist the State in these inspections.
- 11.11.4 Inspection trip costs. Contractor will supply round trip coach ("Y") airfare (not supersaver), with open arrival and departure times, for two (2) inspectors to the contractor's point of final assembly. Both inspectors will leave from **ANCHORAGE**. If the first unit is coming through Anchorage, the inspection could be held at the vendor's facility without per diem expenses.
- 11.11.4.1 Per Diem for each of the two (2) inspectors shall be at a rate of \$150.00 per day each. Out of state would require 3-days (travel day, inspection day, and travel day). Per Diem checks will be issued (prior to travel) to the individual traveler, not to the State of Alaska.
- 11.11.4.2 The successful vendor shall assist by booking lodging reservations. Meals and lodging will be paid by the State inspectors.
- 11.11.4.3 All ground transportation necessary to conduct the inspection including one (1) vehicle (Chevy Impala, Ford Taurus, or equivalent), for the State inspection team.
- 11.11.4.4 While the State recognizes contractual responsibility in testing, the State reserves the exclusive right to reduce the number of inspectors when and if that action seems prudent. If the number of inspectors is reduced, the Contractor will return to the State all monies saved by that action within thirty (30) days following the actual inspection.
- 11.11.5 It shall be the responsibility of the State inspection team to technically inspect and test the unit for compliance with the specifications.
- 11.11.6 It shall be the responsibility of the Contracting Authority Representative to observe the inspection and test to assure compliance with the published terms, conditions, and specifications of the contract, and to mediate any disputes, which may arise between the contractor and the Department of Transportation's representatives.
- 11.11.7 **FINAL ACCEPTANCE REMINDER:** Final acceptance is at final destination; however, all major tests will be conducted at the contractor's place of business unless the State has reason to believe alterations or damages have taken place which may have changed the performance or design characteristics of the unit since the time of inspection at the contractor's location.
- 11.11.7.1 A final inspection of the unit will be conducted at FOB point to assure that the unit still meets specifications.

SECTION IV - PRICE SCHEDULE

The materials, equipment or services bid will conform to and meet the requirements of the Contract Documents and are hereby incorporated into this contract:

CONTRACTOR'S NAME: **AER RENTAL SALES & SERVICE**

DELIVERY: Not more than 180 days ARO (After Receipt of Order).

FOB: Rural Airport as designated on Purchase Order.

SPECIFICATION #372:

Item #	Unit	Description	Total \$ Amount
1a	ea	Crawler Dozer, minimum 84 horsepower, with minimum 16,500 pounds operating weight. Warranty as per Section III – Special Terms and Conditions. Color to be manufacturer's standard yellow. Per specification #372-80HP-AIP , contained herein. State Class #372 Crawler Dozer Year, Make and Model Offered: <u>2010 JOHN DEERE 550J</u>	<u>\$97,486.00</u>

OPTIONAL ITEMS:

1b	ea	Blade Extensions (Spec 8.1.3) -----	<u>\$4843.00</u>
1c	ea	VHF Radio (Spec 9.0) -----	<u>\$2455.00</u>
1d	ea	Training Cost in Anchorage (Spec 10.0) -----	<u>\$0.00</u>
1e	set	Publications (Spec 11.9) -----	<u>\$0.00</u>
1f	set	Inspection prior to shipment to final destination----- (Spec 11.11)	<u>\$0.00</u>

F.O.B. Clarification: FOB final destination. The contractor is responsible for shipping the unit to the final assigned destination. Final shipment to in-service locations as annotated on the Purchase Order will be arranged and pre-paid by the contractor. The actual cost from the Seattle/Tacoma area will be invoiced as a separate line item on the invoice for full reimbursement by the State. Shipping arrangements will always be in the best interest of the State and any extraordinary costs or circumstances must be pre-approved by the Contracting Officer prior to shipment.